

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 22	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 29-Jul-2004		4. REQUISITION/PURCHASE REQ. NO. W22W9K-4166-2942		5. PROJECT NO.(If applicable)	
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230		CODE W912QR		7. ADMINISTERED BY (If other than item 6) MILITARY/RESERVE TEAM 600 DR. M. L. KING, JR. PL., RM 821 ATTN: KIM J. MCKNIGHT LOUISVILLE KY 40202-2230		CODE DACA27	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W912QR-04-R-0030	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 06-Jul-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> X is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation Number W912QR-04-R-0030, USARC, Organizational Maintenance Sop, Unheated Storage Building and Unheated Storage Building, Fort Meade, MD, is modified as follows: 1. The bid date and time is August 9, 2004 at 4:00 pm., Louisville time. 2. Section 00010: Bid Schedule is deleted and replaced to correct the period to exercise options. 3. Section 00115 is deleted and replaced in order to change: a) General Requirements - Paragraph 1.2; b) Section I - Prime Contractor; c) Section VI - Key Personnel Experience; d) Section VIII - Self Performed Work - is deleted in its entirety and e) Section IX - Pro Forma Requirements - is changed to Section VIII. 4. Section 00130 is deleted and replaced in order to change: a) Section I - Prime Contractor Experience delete the last sentence, b) Section VIII - Self Performed Work is deleted in its entirety. c) Section IX - Pro Forma Requirements - is changed to Section VIII.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jul-2004	

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

BLOCK #14 CONTINUED

5. Specification sections 800L, 01451L, 02231 and 08520A are deleted and replaced.
6. The following drawings are deleted and replaced:
Volume 1: C-101, C-102, C-103, C-104, C-202, C-300, C-303, C-305, C-307, C-308, C-311, C-320, C-402, C-502, C-710 and C-711.
Volume 2: 1EP411 and 1EP702
Volume 3: 4EP705, 4EP706, 4EP707 and 4EP708
7. Section 01785 is noted as follows: There is no cap on repair. The contractor should establish its risk of repair over the five-year maintenance period. The contractor shall be responsible for normal wear and tear, not damage caused by vandalism, acts of God, etc. The contractor is expected to properly install good equipment which would minimize the likelihood for repair.

SECTION 00010 - SOLICITATION CONTRACT FORM

Amendment 0001

BID SCHEDULE**USARC/OMS/Unheated Storage
Fort Meade Maryland**

Name of Offeror or Contractor: _____

ITEM #	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
	(FY 04) BASE BID ITEMS			
1	Primary Facility – OMS	1	LS	\$ _____
2	Primary Facility – Unit Storage Building	1	LS	\$ _____
3	Primary Facility – Unheated Storage Building	1	LS	\$ _____
4	Supporting Facilities – Site Work (5 ft outside building)	1	LS	\$ _____
5	Furniture & Equipment (OMAR funded items)	1	LS	\$ _____
6	5 Year Maintenance Agreement – Phase 1	1	LS	\$ _____
	TOTAL BASE BID			\$ _____
	(FY05) PHASE 2 OPTION			
7a	Phase 2 Primary Facility – Reserve Center	1	LS	\$ _____
7b	Phase 2 Supporting Facilities – Site Work (5 ft outside Building)	1	LS	\$ _____
7c	Phase 2 Furniture and Equipment (OMAR funded items)	1	LS	\$ _____
7d	Phase 2 Five Year Maintenance Agreement	1	LS	\$ _____
	TOTAL PHASE 2 OPTION			\$ _____
8	Sidewalk Option	1	LS	\$ _____
9	Golf Cart Trail Option	1	LS	\$ _____
10	Landscape Option	1	LS	\$ _____
11	Epoxy Floor Option	1	LS	\$ _____
	TOTAL BASE BID PLUS OPTIONS			\$ _____

EXERCISE OF OPTION – Prices for the options shall be good for **180** days after award of the contract. The project duration shown in Section 00800, FAR 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK shall not be affected by the exercising of the options.

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

Amendment 0001

SECTION 00115 - PROCEDURES FOR SUBMITTAL OF OFFERS

1. GENERAL REQUIREMENTS.

1.1. The intent of this solicitation is to select one Contractor for the construction and maintenance of the U.S. Army Reserve Training Center Complex at Fort Meade, MD.

1.2. The ceiling amount for contract award for construction and maintenance of this project is \$31.4 million based on funds made available for this project. Offerors are under no obligation to approach this ceiling.

1.3. Offerors are required to submit a proposal made up of a Technical Proposal and a Price Proposal. All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. Offerors should limit submissions to data essential for proposal evaluation so that a minimum amount of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the RFP. Information provided out of sequence may not be evaluated and may result in the offeror's disqualification from award. Requirements stated in this RFP are minimums. Innovative, creative or cost-saving proposals that meet or exceed the requirements are encouraged and will be rated accordingly. Any deviations from requirements should be clearly noted and justified in the proposal.

1.4. Offerors shall submit their proposals to the US Army Corps of Engineers, 600 Dr. Martin Luther King, Jr. Place, Room 821, Louisville, KY 40202-2230 (ATTN: Kim McKnight) no later than the time and date specified in Block 13 of Standard Form 1442.

1.5 Offerors are required to submit a proposal addressing the areas identified in Paragraph 2. The sections should parallel the submission requirements identified below. The Technical Proposal (Sections I, II, III, IV, V, VI, VII, and VIII) shall be submitted in original and 5 copies. Section IX and the Price Proposal shall be submitted in original only and shall be placed in a separate envelope. There is a limit of 125 pages (excluding dividers) using a font size of 11 to 14 pitch and a minimum margin of one half inch on all sides. Information submitted which exceeds the specified limit will not be evaluated.

2. TECHNICAL PROPOSAL

The sections should parallel the submission requirements identified below.

TAB I – PRIME CONTRACTOR EXPERIENCE

TAB II – PRIME CONTRACTOR PAST PERFORMANCE

Revised November 2001

TAB III – FIVE YEAR FACILITY MAINTENANCE PLAN
TAB IV – KEY SUBCONTRACTOR EXPERIENCE
TAB V – KEY SUBCONTRACTOR PAST PERFORMANCE
TAB VI – KEY PERSONNEL
TAB VII – SMALL BUSINESS ISSUES
TAB VIII – PRO FORMA REQUIREMENTS

Section I. Prime Contractor Experience (Tab I)

Provide at least three descriptions of recent projects completed in the last six (6) years similar to this project in size, scope, complexity, and dollar value. Include a description of the self-performed work for each project, the original and final contract amounts, the original and final completion dates, and an explanation for any differences. Include a point of contact and phone number for verification. Describe previous experience, if any, in working with the proposed subcontractors in Section IV. Sample formats for all Experience submissions are included for your use. If you elect not to use the formats, all information identified on the formats is still required for evaluation of this item.

Section II. Prime Contractor Past Performance (Tab II)

- A. Provide references for all of the projects identified in Section I. Reference information should include project name, location, owner's name, point of contact and telephone number. Also include any ratings, letters, awards, etc which support past performance on these projects. The Government may also use other methods to obtain past performance information such as CCASS, contacting references, etc.
- B. Provide Experience Modification Rating (EMR) for each of the projects identified in Section I for evaluation of contractor's safety performance.

Section III. Five Year Facility Management Plan (Tab III)

Provide a narrative describing the approach to be used for successful operation and maintenance of the facility. Describe steps to be taken to assure smooth transition from construction to O&M of the facility. Describe contracting method (in-house or subcontractor) to be used. Describe lines of communication and authority to act on behalf of the General Contractor. Submit a Contract Facility Manager (CFM) resume(s) that represents the level of quality to be expected from the assigned person/subcontractor as required in Section 01785 of the contract specifications. Note: The Government realizes that a resume of a specific individual may not be possible at this time. Substitution of person/persons of lesser quality will require prior approval of the Contracting Officer.

Section IV. Key Subcontractor (Roofing, Mechanical, Electrical, Masonry) Experience (Tab IV)

Identify the following key subcontractors to be used for this project:

(TAB IV-A) Roofing

(TAB IV-B) Mechanical

(TAB IV-C) Electrical

(TAB IV-D) Masonry

Provide at least three descriptions of recent projects completed in the last six (6) years similar to this project in size, scope, complexity, and dollar value. Include a description of the self-performed work for each project, the subcontract amounts, and the award and completion dates. Include a point of contact and phone number for verification by the owner and prime contractor. Note that key subcontractors assigned in this proposal must be utilized on the project. Should any of the organizations leave the project for any

reason, the offerors shall submit for approval the qualifications of their replacements. Substitution of any Key Subcontractors shall require the acceptance of the Contracting Officer.

Section V. Key Subcontractor (Roofing, Mechanical, Electrical, Masonry) Past Performance (Tab V)

Provide references for all of the experience identified in Section IV.

(TAB V-A) Roofing

(TAB V-B) Mechanical

(TAB V-C) Electrical

(TAB V-D) Masonry

Reference information should include project name, location, owner's name, point of contact and telephone number. Also include any ratings, letters, awards, etc which support past performance on these projects. The Government may also use other methods to obtain past performance information such as CCASS, contacting references, etc.

Section VI. Key Personnel Experience (Tab VI)

Identify the following key personnel to be assigned to this project in accordance with the contract specifications:

(TAB VI-A) Project Manager

(TAB VI-B) Project Superintendent

(TAB VI-C) CQC System Manager

(TAB VI-D) Site Safety Health Officer

Provide a resume for each of the above individuals. Resumes shall state the role or title on the proposed project. Resumes shall identify relevant specific experiences on other projects within the past 6 years. Include total number of years experience working in the construction fields, and number of years working with the current firm. Identify the specific role/job title of the individual for the experience cited. Provide relevant educational degrees and professional licenses. Only one individual for each of the key personnel categories listed above will be evaluated. See attached sample resume form. Note that key personnel assigned in this proposal must be utilized on the project. Should any of personnel leave the project for any reason, the offeror shall submit for approval the qualifications of replacements. Substitution of any personnel shall require the acceptance of the Contracting Officer.

Section VII. Small Business Issues

- A. Subcontracting Narrative** – It is the intent of this solicitation to provide the maximum practicable subcontracting opportunities to U.S. Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), SBA HUBZone certified Small Business, SBA certified Small Disadvantaged Business (SDB) and Woman-Owned Small Business (WOSB) concerns.

The subcontracting plan must assure that no less than 23%, with a desired target objective of 34%, of the **total value of the acquisition** is performed by U.S. Businesses as first tier subcontractors. (This is not a percentage of total subcontracted dollars, but rather a percentage of the total dollar value of the contract). The proposal shall address the overall percentage goals for the total contract value to be performed by U.S. Small Businesses and a breakdown of the separate percentage goals for using the following target objectives to be subcontracted:

U.S. Small Business	34%
Veteran-Owned Small Business	3%
Service Disabled Veteran-Owned Small Business	3%

HUBZone Small Business	3%
Small Disadvantaged Business	10%
Woman-Owned Small Business	10%

PLEASE NOTE: ALL contractors (large or small) must submit a subcontracting narrative to be used as an **EVALUATION FACTOR**. A small business submitting as a prime should count the portion of the work they will be performing towards their SB goal.

B. Subcontracting Information.

1. Past Performance on Utilization of Small Businesses. Identify your efforts to comply with Clause 52.219-8, Utilization of Small Business Concerns. If you are a large business, provide details of efforts on previous projects containing subcontracting plans that clearly represent your efforts to comply with FAR Clause 52.219-9, Small Business Subcontracting Plan. Information is to be limited to projects performed within the past five years. All contractors shall submit data for this item.

2. Large Business offerors shall submit a subcontracting plan in accordance with Contract Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, Part 2, AFARS 19.705. You may use the attached sample Subcontracting Plan.

Section VIII: Pro Forma Requirements

A. Representations and Certifications. The offeror shall submit one completed original of Section 00600, Representations and Certifications.

B. Pre-Award Information. One copy each of the following information shall be provided:

1. Proof of Financial Ability (Most recent financial statement covering assets and liabilities)
2. Number of years the firm has been in business
3. Name, address and telephone number of firm's bonding company
4. Information showing offeror's bondability for this project.
5. Name, address and telephone numbers of two credit/trade references.

3.0 PRICE PROPOSAL. The Price Proposal is to be submitted in a separate sealed envelope labeled "PRICE PROPOSAL". Only an original is required for the Price Proposal. The envelope will contain the following:

- a. Completed Standard Form 1442 and Section B, Proposal Bid Schedule
- b. Completed Section 00600, Representations and Certifications
- c. Proof of Financial Ability (most recent financial statement showing assets and liabilities)
- d. Name, address and telephone number of two credit/trade references.
- e. Name, address and telephone number of the firm's bonding company.
- f. A statement of how many years the firm(s) has been in business.
- g. Any other pro-forma requirements indicated in Standard Form 1442 and this section

PRIME CONTRACTOR EXPERIENCE

Firm's name _____

Name of Reference Project and Location _____

General Scope of Project _____

Contractor's role (prime, joint venture, subcontractor) and work that company self-performed _____

Construction Cost (Start)_____ (Finish)_____

Completion Date (Projected)_____ (Actual)_____

Reason for any delay between start/finish or projected completion/actual completion _____

Extent and type of work subcontracted out _____

Performance Evaluation on the Referenced Project _____

POC for reference project (name and company) _____

Telephone number of reference POC _____

SUBCONTRACTOR EXPERIENCE

Name of Firm _____

Reference Project Name/Location _____

General Scope of Project _____

Subcontractor's role (prime, joint venture, subcontractor) and work self-performed _____

Subcontract Amount _____

Description of work subcontracted to others _____

Performance Evaluation by Owner _____

Performance Evaluation by Prime _____

POC for Reference Project (name, company, and phone number)

Prime contractor's point of contact for reference (name, company, and phone number)

PERSONNEL RESUME

Person's Name and Title _____

Assignment on Westover ARB, Security Forces Operations project_____

Name of Person's Firm _____

No. of years: With the above firm _____ With other firms _____

Education (Degree(s)/Year/Specialization): _____

Active Registration: No. _____ State _____ Year Earned _____

Describe person's specific experience and qualifications relevant to this project. Include description of two of the most recent projects worked on. Provide names of persons to contact who have knowledge of the projects' outcome (preferably project user or owner) with phone number for the two projects described.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery designed for writing.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507.

1. (a) The following goals (expressed in terms of a percentage and dollar values of total planned subcontracting dollars) are applicable to the contract or solicitation cited above.

See page 1a

- (b) The following principal products and/or services will be subcontracted under this contract, and the distribution among large business, small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is as follows: **(Check all that apply)**

[illegible]

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

NOTE: If the contractor proposes zero (0) goals for HUBZone small business firms, the contractor should include a footnote in their subcontracting plan stating the reasons why and that every effort will be made during the life of the contract to identify and solicit certified HUBZone small business firms for subcontracting opportunities.

(c) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns were determined, and how small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations).

(d) Indirect and overhead costs (check one): ____ have been ____ have not been included in the goals specified in 1(a) and 1(b).

(e) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

2. The following individual will administer the subcontracting program:

Name & Title: _____

Address & Telephone: _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:
General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining offerors/bidders lists of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns from all possible sources. Our firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged and women-owned small business source list. The Small Business Administration's (SBA's) list of Small Disadvantaged Businesses and small HUBZone businesses can be accessed at <http://pro-net.sba.gov/pro-net/search.html> and/or by contacting the SBA's office of Small Disadvantaged Business Certification and Eligibility.

(b) Ensuring that procurement packages are structured to permit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns to participate to the maximum extent possible.

(c) Assuring inclusion of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all solicitations for products or services that they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders' lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required, which will include Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating the conduct of contractor's activities involving its small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontracting program.

(n) Notifying the Contracting Officer or his representative in writing of any substitutions of firms that are not small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business for the firms listed in the subcontracting plan.

(o) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made by:
 - (i) Contacts with minority and small business trade associations such as veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
 - (ii) Contacts with business development organizations.
 - (iii) Attendance at small and minority business procurement conferences and trade fairs.
 - (iv) Sources will be requested from Small Business Administration's Procurement Marketing and Access Network (PRO-Net).
- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concern source lists, guides and other data identifying small, small disadvantaged and women-owned small business concerns will be maintained and utilized by buyers in soliciting subcontracts.
- (d) Additions to (or deletion from) the above listed efforts are as follows:

4. The offeror (contractor) agrees that the clause entitled "Utilization of Small Business Concerns" at FAR 52.219-8 will be included in all subcontracts that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 in construction) will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small businesses, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small businesses, small disadvantaged businesses and women-owned small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns," contained in the contract. The above reports will include Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms.

The offeror (contractor) further agrees to ensure that its subcontractors agree to submit SF 294 and SF 295.

6. The offeror (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concern source lists, guides and other data identifying SB/SDB concerns.

(b) Organizations contacted for small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small, small disadvantaged and women-owned small business sources.

(c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (i) whether small business concerns were solicited, and if not, why not; (ii) whether veteran-owned small business concerns were solicited, and if not, why not; (iii) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (iv) whether HUBZone small business concerns were solicited, and if not, why not; (v) whether small disadvantaged business concerns were solicited, and if not, why not; (vi) whether women-owned small business concerns were solicited, and if not, why not; and (vii) reasons for the failure of solicited small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged or women-owned small business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with veteran service organizations, Minority and Small Business Trade Associations, etc., and attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc., monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(g) Records to be maintained in addition to the above are as follows:

Signed: _____ Date: _____

Typed Name and Title: _____

Plan Accepted by: _____ Date: _____
Contracting Officer

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract indicated herein, the estimated dollar value of contract \$ _____

CONTINUATION OF PARAGRAPH 1(a)

BASIC CONTRACT	Dollars	Percents
1. Total basic contract price	_____	
2. Total to be subcontracted (to all types of businesses)	_____	100%
a. To large business	_____	_____
b. To small business	_____	_____
i. To nondisadvantaged small business	_____	_____
ii. To veteran-owned small business	_____	_____
iii. To service-disabled veteran-owned small business	_____	_____
iv. To HUBZone small business	_____	_____
v. To disadvantaged small business	_____	_____
vi. To women-owned small business	_____	_____

OPTIONS (if required)

NAME OF OPTION: _____

	Dollars	Percents
1. Total option contract price	_____	
2. Total to be subcontracted (to all types of businesses)	_____	100%
a. To large business	_____	_____
b. To small business	_____	_____
i. To nondisadvantaged small business	_____	_____
ii. To veteran-owned small business	_____	_____
iii. To service-disabled veteran-owned small business	_____	_____
iv. To HUBZone small business	_____	_____
v. To disadvantaged small business	_____	_____
vi. To women-owned small business	_____	_____

OPTIONS

(SUBMIT ADDITIONAL OPTION PAGES FOR EACH OPTION, IF REQUIRED)

NAME OF OPTION: _____

	Dollars	Percents
1. Total option contract price	_____	
2. Total to be subcontracted (to all types of businesses)	_____	100%
a. To large business	_____	_____
b. To small business	_____	_____
i. To nondisadvantaged small business	_____	_____
ii. To veteran-owned small business	_____	_____
iii. To service-disabled veteran-owned small business	_____	_____
iv. To HUBZone small business	_____	_____
v. To disadvantaged small business	_____	_____
vi. To women-owned small business	_____	_____

NAME OF OPTION: _____

	Dollars	Percents
1. Total option contract price	_____	
2. Total to be subcontracted (to all types of businesses)	_____	100%
a. To large business	_____	_____
b. To small business	_____	_____
i. To nondisadvantaged small business	_____	_____
ii. To veteran-owned small business	_____	_____
iii. To service-disabled veteran-owned small business	_____	_____
iv. To HUBZone small business	_____	_____
v. To disadvantaged small business	_____	_____
vi. To women-owned small business	_____	_____

Amendment 0001**SECTION 00130 - PROPOSAL EVALUATION CRITERIA****1. STATEMENT OF WORK.**

A Source Selection Evaluation Board (SSEB), comprised of representatives of the Corps of Engineers, User/Customer, and other required personnel, will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is the Tradeoff Process.

2. EVALUATION PROCESS.

The evaluation process essentially consists of four parts: proposal compliance review and responsibility determination, technical/quality evaluation, price evaluation and cost/technical trade-off analysis.

2.1. Proposal Compliance Review: This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received.

2.2. Technical/Quality Evaluation: The SSEB will evaluate and rate those proposals passing the first review, above. Proposals will be evaluated against the RFP requirements. Some factors will be rated using an adjectival-based system. Others will be rated on a “go, no-go” basis.

2.3. Price Evaluation: The SSEB will evaluate price proposals independent of the technical/quality evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.

2.4. Cost/Technical Trade-off Analysis: After all above evaluations are complete, the SSEB will compare the relative advantages and disadvantages of technical proposals and compare prices. The Source Selection Authority (SSA) will then consider all factors to determine the proposal offering the most advantage to the Government.

3. TECHNICAL PROPOSAL EVALUATION.

EVALUATION FACTORS. Proposals will be evaluated in accordance with the factors and sub-factors below, which are listed in relative order of importance. All evaluation factors, other than cost or price, when combined, are approximately equal to cost or price.

Section I. Prime Contractor Experience (Tab I) The SSEB will evaluate both the extent and quality of recent experience identified in the proposal. Documentation of successful completion of projects similar in nature and scope to this project will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the proposed project will be unfavorably considered. Prior Government or Corps of Engineers experience is not required; however, it may be favorably considered.

Section II. Prime Contractor Past Performance (Tab II)

A. The SSEB will evaluate the degree of successful completion of all experience identified under TAB I. Documentation of satisfactory performance of project similar in size, scope, complexity and dollars will be favorably considered. Conversely, offers which do not achieve satisfactory performance will not be favorably considered. The Government reserves the right to check any or all cited references to verify supplied information

and to assess owner satisfaction. The Government may also use other tools such as CCASS, ACASS, PPIMS, Dun & Bradstreet, etc., to gather information regarding an offeror's past performance.

B. The SSEB will evaluate safety performance for all projects provided under Tab I, as evidenced by the EMR's provided.

Section III. Five-Year Facility Management Plan (Tab III) The SSEB will evaluate the narrative for technical approach. Acknowledgement that requirements contained in the RFP will be met and the proposal contains no deviations from the project requirements is required. Proposals that provide a narrative that provides a clear description of the contractor's approach to the building maintenance phase and construction and key subcontractor involvement during the maintenance period will be favorably considered.

Section IV. Key Subcontractor (Roofing, Mechanical, Electrical, Masonry) Experience (Tab IV) The SSEB will evaluate both the extent and quality of recent experience identified in the proposal. Documentation of successful completion of projects similar in nature and scope to the work being performed for this project will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the work being performed will be unfavorably considered. The SSEB may give additional credit for previous successful working relationships with any proposed subcontractor. Prior Government or Corps of Engineers project experience is not required to meet the minimum requirements of this criteria, however, it will be favorably considered.

Section V. Key Subcontractor (Roofing, Mechanical, Electrical, Masonry) Past Performance (Tab V) The SSEB will evaluate the degree of successful completion of all experience identified under TAB IV. Documentation of satisfactory performance of project similar in size, scope, complexity and dollars will be favorably considered. Conversely, offers which do not achieve satisfactory performance will not be favorably considered. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools such as CCASS, ACASS, PPIMS, Dun & Bradstreet, etc., to gather information regarding an offeror's past performance.

Section VI. Key Personnel Experience (VI) The SSEB will evaluate the adequacy and strength of the four key personnel requirements listed in Section 00115, Section IV, Key Personnel Experience. The SSEB will also evaluate for compliance with specified minimum requirements, degree of qualification and experience, familiarity with local conditions, etc. The CQC System Manager will be evaluated using the qualification listed in the specifications. The SSEB may give additional credit for more experience, licenses, degrees beyond the minimum specified. Only one individual for each of the key personnel categories listed above will be evaluated.

Section VII. Small Business Issues

A. Subcontracting Narrative. This factor will be rated on a "go, no-go" basis. Submitted information will be evaluated to determine if a fair and proportionate share of this contract is being awarded to small businesses in various small business categories. All companies, regardless of business size must submit a subcontracting narrative.

B. Subcontracting Information. This factor will be rated on a "go, no-go" basis.

1. Past Performance on Utilization of Small Business. Submitted information for the adequacy, capabilities and strengths of the offeror's past efforts to comply with FAR Clause 52.219-8, Utilization of Small Business Concerns will be rated on a "go, no-go" basis. For large business firms, the rating will be based on the successes of meeting and/or exceeding the goals on previous projects containing subcontracting plans. If the large business firm has consistently met proposed goals, lacking any extraordinary explained circumstances, the submitted information will be rated Go. For small business firms, the rating will be based on the efforts made on past projects to comply with FAR Clause 52.219-8. If the small business firm has consistently made efforts to subcontract in accordance with FAR Clause 52.219-8, the submitted information will be rated Go.

2. Subcontracting Plan for Large Business. The plan will be evaluated for acceptability in accordance with AFARS 19.705. To be acceptable, subcontracting plans must:

(a) Adequately address the required statutory elements.

(b) Provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD (AFARS 19.705).

(c) To be acceptable, subcontracting plans must be rated 71 percent or higher under the AFARS evaluation system. Any subcontracting plan that is rated 70 percent or less will be carefully considered for acceptability. If discussions with offerors are necessary, those areas where the plan is deficient will be reviewed with the offeror with the goal of correcting deficiencies.

Section VIII. Pro Forma Requirements. Pro forma requirements will be rated on a “go, no-go” basis. This information will be reviewed to determine the offeror’s ability to be financially capable of sustaining performance under the contract and the offeror’s capability of obtaining the required Performance and Payment Bonds.

SECTION 00800L

SPECIAL CLAUSES

10/03

AMENDMENT 1

PART 1 GENERAL

1.1 REFERENCES - NOT USED

1.2 SUBMITTALS

Government approval/acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Labor, Equipment and Material Reports; G, RO,
Pollution Prevention Plan;
Quality Control Plan; G, RO,

SD-05 Design Data

Equipment-in-Place List;
Maintenance and Parts Data;
SF1413;
Notice of Soil Treatment;
Progress Photographs;
Waste Test Results Manifest;
Site Plan; G, RO
Dirt and Dust Control Plan; G, RO
Construction and Demolition (C&D) Waste Management Plan; G, RO
Activity Environmental Analysis;

SD-07 Certificates

Warranties;

Insurance;

DA Form 3337; G, RO

SD-11 Closeout Submittals

As-Built Drawings; G, RO

Mechanical and Electrical Room Layout; G, RO

1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR
52.211-10.
2 Jan 96

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute said work diligently, and complete the entire work ready for use not later than 720 calendar days after date of receipt of notice to proceed. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instructions, equipment lists, and final cleanup of the premises.

1.4 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12.
Oct 00

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,750.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.5 TIME EXTENSIONS (SEPT 2000) FAR 52.211-13
Oct 00

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide for an equitable readjustment of liquidated damages under the new completion schedule.

1.6 NOT USED

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001
19 Sept 2000

Version 2 (May 2002)

a. At award, the Government will furnish the Contractor a compact disk containing all technical contract documents. This disk will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CALS Type 4 format and technical specifications in PDF format.

The CALS files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents.

In addition, native CADD files and Specsintact files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing as-built plans and specifications.

b. The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

d. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

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 4MH-116 FIRST FLOOR PARTIAL PLAN - HVAC
 4MH-121 SECOND FLOOR PARTIAL PLAN - HVAC
 4MH-122 SECOND FLOOR PARTIAL PLAN - HVAC
 4MH-123 SECOND FLOOR PARTIAL PLAN - HVAC
 4MH-124 SECOND FLOOR PARTIAL PLAN - HVAC
 4MH-125 SECOND FLOOR PARTIAL PLAN - HVAC
 4MP-111 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-112 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-113 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-114 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-115 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-116 FIRST FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-121 SECOND FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-122 SECOND FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-123 SECOND FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-124 SECOND FLOOR PARTIAL PLAN - HVAC PIPING
 4MP-125 SECOND FLOOR PARTIAL PLAN - HVAC PIPING
 4M-131 COMPOSITE ROOF PLAN - HVAC
 4M-211 FIRST FLOOR ENLARGED MECHANICAL ROOM PLAN
 4M-212 FIRST FLOOR ENLARGED KITCHEN PLAN
 4M-221 SECOND FLOOR ENLARGED MECHANICAL ROOM PLAN
 4M-311 FIRST FLOOR SECTIONS - HVAC
 4M-321 SECOND FLOOR MECHANICAL ROOM SECTION - HVAC
 4M-401 MECHANICAL DETAILS
 4M-402 MECHANICAL DETAILS
 4M-403 MECHANICAL DETAILS
 4M-404 MECHANICAL DETAILS
 4M-405 MECHANICAL DETAILS
 4M-406 MECHANICAL DETAILS
 4M-501 HVAC SCHEDULES
 4M-502 HVAC SCHEDULES
 4M-503 HVAC SCHEDULES
 4M-504 HVAC SCHEDULES
 4M-505 HVAC SCHEDULES
 4M-601 HVAC CONTROLS
 4M-602 HVAC CONTROLS
 4M-603 HVAC CONTROLS
 4M-604 HVAC CONTROLS

4M-605 HVAC CONTROLS

ELECTRICAL

4E-001 ELECTRICAL LEGEND
 4E-101 FIRST FLOOR OVERALL - ELECTRICAL
 4E-102 SECOND FLOOR OVERALL - ELECTRICAL
 4EL111 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL112 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL113 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL114 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL115 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL116 PARTIAL FIRST FLOOR PLAN - LIGHTING
 4EL121 PARTIAL SECOND FLOOR PLAN - LIGHTING
 4EL122 PARTIAL SECOND FLOOR PLAN - LIGHTING
 4EL123 PARTIAL SECOND FLOOR PLAN - LIGHTING
 4EL124 PARTIAL SECOND FLOOR PLAN - LIGHTING
 4EL125 PARTIAL SECOND FLOOR PLAN - LIGHTING
 4EL501 LIGHTING SCHEDULE AND DETAILS
 4EL502 LIGHTING SCHEDULE AND DETAILS
 4EL503 LIGHTING SCHEDULE AND DETAILS
 4EL504 LIGHTING SCHEDULE AND DETAILS
 4EL601 LIGHTING SCHEMATICS
 4EP111 PARTIAL FIRST FLOOR PLAN - POWER
 4EP112 PARTIAL FIRST FLOOR PLAN - POWER
 4EP113 PARTIAL FIRST FLOOR PLAN - POWER
 4EP114 PARTIAL FIRST FLOOR PLAN - POWER
 4EP115 PARTIAL FIRST FLOOR PLAN - POWER
 4EP116 PARTIAL FIRST FLOOR PLAN - POWER
 4EP121 PARTIAL SECOND FLOOR PLAN - POWER
 4EP122 PARTIAL SECOND FLOOR PLAN - POWER
 4EP123 PARTIAL SECOND FLOOR PLAN - POWER
 4EP124 PARTIAL SECOND FLOOR PLAN - POWER
 4EP125 PARTIAL SECOND FLOOR PLAN - POWER
 4EP411 ENLARGED FIRST FLOOR PLAN - POWER
 4EP412 ENLARGED KITCHEN PLAN - POWER
 4EP421 ENLARGED SECOND FLOOR PLAN - POWER
 4EP501 POWER DETAILS
 4EP601 POWER ONE-LINE DIAGRAM
 4EP602 POWER ONE-LINE DIAGRAM
 4EP603 POWER ONE-LINE DIAGRAM
 4EP701 PANEL SCHEDULES
 4EP702 PANEL SCHEDULES
 4EP703 PANEL SCHEDULES
 4EP704 PANEL SCHEDULES
 4EP705 PANEL SCHEDULES
 4EP706 PANEL SCHEDULES
 4EP707 PANEL SCHEDULES
 4EP708 PANEL SCHEDULES
 4EP709 PANEL SCHEDULES
 4EP710 PANEL SCHEDULES
 4EP711 PANEL SCHEDULES
 4EY111 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY112 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY113 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY114 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY115 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY116 PARTIAL FIRST FLOOR PLAN - SPECIAL SYSTEMS
 4EY121 PARTIAL SECOND FLOOR PLAN - SPECIAL SYSTEMS

4EY122 PARTIAL SECOND FLOOR PLAN - SPECIAL SYSTEMS
 4EY123 PARTIAL SECOND FLOOR PLAN - SPECIAL SYSTEMS
 4EY124 PARTIAL SECOND FLOOR PLAN - SPECIAL SYSTEMS
 4EY125 PARTIAL SECOND FLOOR PLAN - SPECIAL SYSTEMS
 4EY601 MASS NOTIFICATION RISER
 4EY602 MASS NOTIFICATION NOTES
 4EG101 LIGHTING PROTECTION PLAN
 4EG501 LIGHTING PROTECTION DETAILS
 4EG502 LIGHTING PROTECTION DETAILS
 4FA111 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA112 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA113 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA114 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA115 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA116 PARTIAL FIRST FLOOR PLAN - FIRE ALARM
 4FA121 PARTIAL SECOND FLOOR PLAN - FIRE ALARM
 4FA122 PARTIAL SECOND FLOOR PLAN - FIRE ALARM
 4FA123 PARTIAL SECOND FLOOR PLAN - FIRE ALARM
 4FA124 PARTIAL SECOND FLOOR PLAN - FIRE ALARM
 4FA125 PARTIAL SECOND FLOOR PLAN - FIRE ALARM
 4FA601 FIRE ALARM RISER
 4FA602 FIRE ALARM DETAILS
 4TN111 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN112 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN113 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN114 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN115 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN116 PARTIAL FIRST FLOOR PLAN - COMMUNICATION
 4TN121 PARTIAL SECOND FLOOR PLAN - COMMUNICATION
 4TN122 PARTIAL SECOND FLOOR PLAN - COMMUNICATION
 4TN123 PARTIAL SECOND FLOOR PLAN - COMMUNICATION
 4TN124 PARTIAL SECOND FLOOR PLAN - COMMUNICATION
 4TN125 PARTIAL SECOND FLOOR PLAN - COMMUNICATION
 4TN411 ENLARGED FIRST FLOOR PLAN - COMMUNICATION
 4TN412 ENLARGED SECOND FLOOR PLAN - COMMUNICATION
 4TN501 COMMUNICATIONS DETAILS
 4TN502 COMMUNICATIONS DETAILS
 4TN503 COMMUNICATIONS DETAILS
 4TN504 COMMUNICATIONS DETAILS
 4TN601 COMMUNICATION RISER
 4TN602 COMMUNICATION RISER
 4TN603 COMMUNICATION RISER
 4TN604 COMMUNICATION RISER
 4TN605 COMMUNICATION RISER
 4TN606 COMMUNICATION RISER
 4TN607 COMMUNICATION RISER

1.8 AS-BUILT DOCUMENTS

3 November 1998 (Version 1)

1.8.1 General

This section covers the completion of as-built drawings and as-built specifications, as a requirement of the contract.

1.8.1.1 As-Built Drawings

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project because of modifications, changes,

corrections to the project design required during construction, submittals and extensions of design. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings that are revised to be used for the "RECORD DRAWING AS-BUILTS".

1.8.1.2 As-Built Specifications:

As-built specifications are the construction specifications as modified by changes (contract mods, ACO approved variations from the construction specifications which did not result in contract mods).

1.8.2 Maintenance of Working As-Built Drawings

The Contractor shall revise 2 sets of paper prints by red-line process to show the as-built conditions during the prosecution of the project. These as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Changes must be reflected on all sheets affected by the change. The working as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor before submission of each monthly pay estimate. The working as-built drawings shall show the following information, but not be limited thereto:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Additional as-built information that exceeds the detail shown on the Contract Drawings. These as-built conditions include those that reflect structural details, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations and layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in a commercially available digital format, compatible with the Using Agency System (see paragraph "Computer Aided Design and Drafting (CADD) Drawings"). All shop drawings which require submittal of CADD files are indicated in the submittal register located at the end of this section.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. If fire protection and fire detection related systems are included in this project, the as-built drawings will include detailed information for all aspects of the systems including wiring, piping, and equipment drawings.

The Contractor will be provided files at the beginning of construction for use during the construction phase which are to be maintained during construction and for the preparation of as-builts. The Contractor shall enter changes and corrections on blue line prints on a weekly basis in accordance with Paragraph "Maintenance of Working As-Built Drawings" and update the CADD as-built drawings on a monthly basis. Both paper and electronic documents shall be available at all times and shall be provided promptly to the Contracting Officer when requested. The Contractor shall be responsible for backup of electronic files during construction and for controlling release of information.

1.8.3 Retainage

The Contractor shall include in his schedule of values, the cost of as-built document preparation. This value shall include all requirements of this clause:

- Maintenance of working as-built drawings
- Maintenance of working as-built specifications
- Conversion of submittals and other miscellaneous documents into electronic files
- Creation of "Record As-Built Drawings & Specifications" (either by CADD dwgs and Specsintact specifications or by manually prepared documents as specified herein.)
- Creation of a CD containing all required files.
- Submittal of as-built documents in the required media forms and numbers of copies

If the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of bringing the as-built documents up to date. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of working as-built documents.

1.8.4 Preliminary Submittal

Six (6) weeks before occupancy of this facility by the Government, the Contractor shall submit one (1) set of the original working as-built

drawings to the Contracting Officer for review and approval. These working as-built marked drawings shall be neat, legible and accurate. The review by Government personnel will be expedited to the maximum extent possible. Upon approval, the working as-built marked drawings will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the working as-built marked drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the working as-built marked drawings to the Contracting Officer within 10 calendar days.

1.8.5 Preparation of Final As-Built Drawings

Upon approval of the working as-built prints submittal, the Contractor will be furnished, by the Government, one set of contract drawings in CADD (if not previously provided) with all amendments incorporated, to be used for final as-built drawings. These contract drawings will be furnished in the format specified in paragraph "Computer Aided Design and Drafting" (CADD). These drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, adding such additional drawings as may be necessary. These drawings are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after submission and approval of the working as-built drawings, he shall be responsible for the addition of these changes to the working as-built drawings and also to the final as-built documents.

1.8.6 Markings and Indicators

Changes shall be annotated with a triangle and sequential number at the following locations:

- a. bottom of the revised detail
- b. right hand and bottom border aligned with the revised detail
- c. the revision block of the title block.

Separate markings shall be made for each modification negotiated into the contract.

1.8.7 Preparation of Final As-Built Specifications

Final as-built specifications shall be prepared in Specsintact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files, if applicable. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

1.8.8 Preparation of Other As-Built Documents

All other non-electronic documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe .pdf format.

1.8.9 Submittal of Final As-Built Documents

At the time of Beneficial Occupancy of the project, Final As-Built documents shall be provided to the Contracting Officer in the formats described in paragraph "Computer Aided Design and Drafting (CADD)".

1.8.10 Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of as-built drawings at project completion.

1.8.11 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality to that of the originals. Line work, line weights, lettering, layering conventions, and symbols shall be the same as the original line work, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same guidance specified for original drawings. Three dimensional (3D) elements shall be placed in files in their proper locations when using 3D files with spatially correct elements. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD media files supplied by the Government. All work by the Contractor shall be done on files in the format in which they are provided.

Translation of files to a different format, for the purpose of As-Built production, and then retranslating back to the format originally provided, will not be acceptable. These contract drawings will already be compatible with the Using Agency's system when received by the Contractor. The Using Agency uses Microstation V8 CADD software system. The media files will be supplied by the Contractor to the COR on ISO 9660 Format CD-ROM. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

a. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-BUILT" drawing denoting no revisions on the sheet or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

b. Revision markers defined in paragraph "Markings and Indicators" shall be placed as follows:

- (1) at the detail, placed in the design file where the revised graphics are located and the revision was placed
- (2) right hand and bottom border in the drawing sheet file
revision block of the title block in the drawing sheet file.

c. After receipt by the Contractor of the approved working as-built prints and the original contract drawings files the Contractor shall, within 60 calendar days, make the final as-built submittal. This submittal shall consist of 2 sets of completed final as-built drawings on separate media consisting of both CADD files (compatible with the Using Agency's system on electronic storage media identical to that supplied by the Government) and Mylars; 2 blue line prints of these drawings and the return of the approved marked working as-built prints. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with its CADD system. All paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.8.12 NOT USED

1.8.13 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs in conjunction therewith, shall be considered a subsidiary obligation of the Contractor.

1.9 NOT USED

1.10 EQUIPMENT DATA

15 June 1990

Real Property Equipment.

Contractor shall be required to make an Equipment-in-Place list of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CLAUSES and is included following the SPECIAL CLAUSES, so to positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

Maintenance and Parts Data.

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.11 PHYSICAL DATA (APR 1984) FAR 52.236-4.
2 January 1996

Data and information furnished or referred to below is furnished for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

Physical Conditions indicated on the drawings and in the specifications are the result of site investigations by surveys, borings, test pits and probings.

Weather Conditions. The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being: Baltimore-Washington Interantional Baltimore, MD

Historical data for all areas may be obtained from:

U. S. Department of Commerce
National Climatic Center
Federal Building
Asheville, N. C. 28801

Transportation Facilities. Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

Hydrographs are shown on the drawings.

1.12 UTILITIES (APR 1984) FAR 52.236-14 (Para. 1.12.a.(1) & 1.12.a.(2) only).
15 June 1990

a. Availability and Use of Utility Services

(1) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. All utility charges shall be paid for by the contractor with no cost to the Government during the construction period. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

b. Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled

to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

c. Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before date of proposed interruption. The request shall give the following information:

- (a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)
- (b) Size of line and location of shutoff;
- (c) Buildings and services affected.
- (d) Hours and date of shutoff.
- (e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.13 NOT USED

1.14 LAYOUT OF WORK (APR 1984) FAR 52.236-17
15 June 1990 (**Version 1**)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all

stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

1.15 NOT USED

1.16 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1
15 June 1990

Version 1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

a. For purposes of this paragraph "WORK BY THE CONTRACTOR" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "TOTAL AMOUNT OF WORK" is defined as total direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

b. Within 7 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgement of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

1.17 SUPERINTENDENCE OF SUBCONTRACTORS
24 February 1992

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by CONTRACT CLAUSE: SUPERINTENDENCE BY THE CONTRACTOR.

(1) If more than 50 percent and less than 70 percent of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70 percent or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50 percent of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirements for

additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.18 IDENTIFICATION OF EMPLOYEES
15 June 1990

a. The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.19 NOT USED

1.20 WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE 1 (APR 1984) FAR
52.246-21I
15 January 1998

a. General Requirements

(1) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1.20.a.(10) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(2) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(a) As a part of the one year warranty inspection, the Contracting Officer will conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in accordance with ASTM C1153-90, "Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging". In accordance with paragraph 1.20.a.(3) and 1.20.a.(4) below, the Contractor shall be required to replace all damaged materials and to locate and repair sources of moisture penetration.

(3) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(a) The Contractor's failure to conform to contract requirements; or

(b) Any defect of equipment, material, workmanship, or design furnished.

(4) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of

repair or replacement.

(5) The Contracting Officer shall notify the Contractor, in writing, (see para. 1.20.b.(3) and 1.20.e) within a reasonable time after the discovery of any failure, defect, or damage.

(6) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, (see para. 1.20.e) the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(7) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(c) Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

(d) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(8) In the event the Contractor's warranty under paragraph of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(9) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(10) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(11) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

b. Performance Bond

(1) The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions.

(2) In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the

surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(3) Following oral or written notification of required warranty repair work, the Contractor will respond as dictated by para. 1.20.e. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor as outlined in the paragraph 1.20.b.(2) above.

c. Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

d. Equipment Warranty Identification Tags

(1) The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(a) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(b) Sample tags shall be submitted for Government review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

(c) Tags for Warrantied Equipment: The tag for this equipment shall be similar to the following. Exact format and size will be as approved.

EQUIPMENT WARRANTY
CONTRACTOR FURNISHED EQUIPMENT

MFG

MODEL NO.

SERIAL NO.

CONTRACT NO.

CONTRACTOR NAME

CONTRACTOR WARRANTY EXPIRES

MFG WARRANTY (IES) EXPIRE

EQUIPMENT WARRANTY
GOVERNMENT FURNISHED EQUIPMENT

MFG

MODEL NO.

SERIAL NO.

CONTRACT NO.

DATE EQUIP PLACED IN SERVICE

MFG WARRANTY (IES) EXPIRE

(d) If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration date will be determined as specified by para. 1.20.a.

(2) Execution. The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

(3) Payment. The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign a value of that amount in the breakdown for progress payments mentioned in the Contract Clause: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

(4) Equipment Warranty Tag Replacement. As stated in para. 1.20.d, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

e. Contractor's Response to Warranty Service Requirements. Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three

categories of priorities listed below.

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

- Code 1 Air Conditioning System
 - a. Buildings with computer equipment.
- Code 2 Air Conditioning Systems
 - a. Recreational support.
 - b. Air conditioning leak in part of building, if causing damage.
 - c. Admin buildings with ADP equipment not on priority list.
- Code 1 Doors
 - a. Overhead doors not operational.
- Code 1 Electrical
 - a. Power failure (entire area or any building operational after 1600 hours).
 - b. Traffic control devices.
 - c. Security lights.
- Code 2 Electrical
 - a. Power failure (no power to a room or part of building).
 - b. Receptacle and lights.
 - c. Fire alarm systems.
- Code 1 Gas
 - a. Leaks and breaks.
- Code 1 Heat
 - a. Area power failure affecting heat.
- Code 2 Heat
 - a. Medical storage.
- Code 1 Intrusion Detection Systems
 - High security areas.
- Code 2 Intrusion Detection Systems
 - Systems other than those listed under Code 1.
- Code 1 Kitchen Equipment
 - a. Dishwasher.
 - b. All other equipment hampering preparation of a meal.
- Code 2 Kitchen Equipment

All other equipment not listed under Code 1.

- Code 2 Plumbing
- a. Flush valves.
 - b. Fixture drain, supply line commode, or water pipe leaking.
 - c. Commode leaking at base.
- Code 1 Refrigeration
- a. Cold Storage.
 - b. Medical storage.
- Code 2 Refrigeration
- Mess hall - other than walk-in refrigerators and freezers.
- Code 1 Roof Leaks
- Temporary repairs will be made where major damage to property is occurring.
- Code 2 Roof Leaks
- Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.
- Code 1 Water (Exterior)
- Normal operation of water pump station.
- Code 2 Water (Exterior)
- No water to facility.
- Code 2 Water, Hot
- No hot water in portion of building listed under Code 1 (items a through c).
- Code 1 Sprinkler System
- All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinklers.

(1) Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall

constitute a separate procurement action by the using service.

1.21 NOT USED

1.22 NOT USED

1.23 NOT USED

1.24 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) FAR
52.245-3.

2 January 1991

a. The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished at the place specified below. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

Location of GFP:

f.o.b. truck at the project site.

b. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the jobsite at its own expense.

c. Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

Quantity	Item	Description
1	Plaque	Minuteman

1.25 NOT USED

1.26 PROJECT SIGN

Version 2 General. The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The 2' x 4' left section shall be Communication Red (CR) with

white lettering. The upper 2' x 2' left section of the project sign shall be communication red (CR) with white lettering. The lower 2' x 2' left section of the project sign shall be red with white lettering (matching local sponsor's colors). Paint colors shall be as follow:

Black -	Federal Standard 595a	Color Number 27038
White -	Federal Standard 595a	Color Number 27875
Red -	PANTONE 032	

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

US Army Reserve Center
99th Reserve Readiness Command

Name of the designer shall be as follows:

The Mason & Hanger Group Inc.
Lexington, KY 40507

Name of local sponsor shall be as follows:

The US Army Corps of Engineers
Louisville, KY 40202

Erection and Maintenance.

a. The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

b. The Corps of Engineers logo and the local sponsor's logo will be provided by the Contracting Officer.

Payment. No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

1.27 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15
(31 OCT 89)
2 January 1991

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	5	5	5	4	3	3	3	3	3	3	5

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

#1

1.28 WAGE RATES

1 February 1995

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: MD030021 and MD030022

The building decision applies to construction of the U.S. Army Reserve Center, Fort Meade, Maryland. The Heavy/Highway decision applies to any work located outside the exterior wall of the building(s).

#1

1.29 NOT USED

1.30 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY

15 June 1990

a. The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

b. The Contractor shall provide and maintain as may be required by the State of Maryland, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.31 NOT USED

1.32 GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES
1 August 1996

General. The Government field office facilities will be located as indicated and specified in the technical portions of these specifications. Electrical, fuel, water and sewage disposal facilities shall be provided as specified in the technical portions of these specifications and shall be maintained by the Contractor for the duration of the contract. All electricity and fuel oil required for operation of the field office facilities shall be furnished by the Contractor for the duration of the contract. No separate payment will be made for maintaining the facilities and furnishing these utilities and all costs in connection therewith shall be included in other items authorized for payment. The buildings and facilities will be left in place upon completion of the contract.

Utility Services. The Contractor shall arrange for and pay all costs for water, electricity, liquefied petroleum or fuel oil, and other utilities as necessary for the field office starting on or about Notice to Proceed and continuing for the life of the contract. The existing equipment shall be cleaned and then serviced a minimum of biweekly.

Payment. No separate payment will be made for these Contractor-furnished services, and all costs thereof shall be incidental to the various bid items of the contract.

1.33 COMPLIANCE WITH POST/BASE REGULATIONS
1 August 1996

a. The site of the work is on a military reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, sanitary requirements, pollution control and traffic regulations, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining same from appropriate authorities.

b. Contractor personnel shall park only in areas authorized by the Contracting Officer.

c. The Contractor shall provide a Seven Day Notice of Soil Treatment to the Contracting Officer, in writing, before required soil treatment agents are applied, to assure that DOD Certified Pest Control Personnel are

present during soil treatment applications. All soil treatment applications must be in the presence of DOD Certified Pest Control personnel.

1.34 EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
EFAR 52.231-5000.
20 March 1997

a. This does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time of negotiations shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Cover Sheet.

e. Whenever a modification or equitable adjustment of contract price is required, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office of the District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, or a copy may be ordered from the Government Printing Office at a cost of \$11.00 by calling telephone no. (301) 953-7974.

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10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

1.35 LABOR, EQUIPMENT, AND MATERIAL REPORTS

15 June 1990

Daily Equipment Report. The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, down time for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

Labor, Equipment & Material Reports for Extra Work/Cost. A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

- a. The cause of the extra labor, equipment or materials costs.
- b. For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e, extra work, overtime, acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.

c. For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.

d. For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.

e. Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.

f. Segregate all entries by prime and each subcontractor.

g. Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

This report will not be considered as evidence that any of the alleged extra costs actually occurred. The report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

1.36 NOT USED

1.37 NOT USED

1.38 NOT USED

1.39 PROGRESS PHOTOGRAPHS
18 Nov 1999)

Version 1 The Contractor shall, during the progress of the work, furnish the Contracting Officer photographs, slides, digital photos (furnished on CD-ROM) and negatives depicting construction progress. The photographic work furnished shall be commercial quality as determined by the Contracting Officer. The photography shall be performed between the first and fifth of each month and the photographs, slides and negatives delivered to the Contracting Officer not later than the 15th of each month taken. A maximum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month. At least, one set of photographs, slides and negatives will be made at completion of the contract, after final inspection by the Contracting Officer. The photographs shall be 8"x10" color prints and the slides 35 mm color. Each photograph and slide shall be identified on the face of the picture or the border of the slide giving date made, contract title and number, location of work, as well as a brief description of work depicted. Each negative will be identified with the same information on a sheet of paper by cross-referencing to the number on the negative. Two copies of photographs and slides, along with the original negatives of each view taken, shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.40 NOT USED

1.41 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (SEP 1989) FAR 52.228-5.
17 July 1992

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than \$100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than \$500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury, and \$20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

Before commencing work under this contract, the Contractor shall submit to the Contracting Officer in writing that the required insurance certification has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.42 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM
March 2002

RMS shall be maintained in accordance with Section 01312A QUALITY CONTROL SYSTEM (QCS).

1.43 SCAFFOLDING
July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the

direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A scaffold erection plan shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower.

1.44 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS (DACF BULLETIN 25 MARCH 1993)

4 June 1993

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.45 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).
17 May 2000

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.46 FIRE PROTECTION DURING CONSTRUCTION (MIL-HDBK-1008c Para. 1.6)
15 April 1991

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.47 HAUL ROADS
2 Jan 1996

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

a. One-way haul roads for off-the road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 ft. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 ft. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 ft. may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and an effective means of speed control.

b. Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 ft. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 ft.

c. Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

d. Grades and curves shall allow a minimum sight distance of 200 ft. for one-way roads and 300 ft. for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 ft. above the road surface) can see an object 4.5 ft. above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

e. Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 ft.

f. Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 ft. on curves and 200 ft. maximum elsewhere. Such markers shall extend 6 ft. above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

1.48 NOT USED

1.49 NOT USED

1.50 CONSTRUCTION HAZARD COMMUNICATION
1 November 1991

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every

hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards	Physical Hazards
Carcinogens	Combustible liquids
Irritants	Compressed gases
Sensitizers	Explosives
Corrosives	Flammables
Toxic substances	Organic peroxides
Highly toxic substances	Unstable substances
Substances harmful to specific organs or parts of the body	Water-reactive substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

The hazard possible from misuse of the substance
 Precautions necessary for use, handling, and storage
 Emergency procedures for leaks, spills, fire and first aid
 Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system
Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

1.51 NOT USED

1.52 MECHANICAL AND ELECTRICAL ROOM LAYOUT (ORL)
24 February 1992

Detailed mechanical and electrical room layout drawings shall be submitted for approval in accordance with SD-02 Section 01330. Layout drawings shall show location and maintenance clearances for all mechanical and electrical room equipment, and all utility runs/chases for mechanical, electrical, telephone and other similar systems. Drawings shall be submitted at the same time as the submittals for the equipment to be located within the mechanical and electrical rooms.

1.53 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7013 (JUN 1995).
20 March 1997

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item,

component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-priced contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the right to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restrictions; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce,

release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another part, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such a financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data.

The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentations):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains

the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Market with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. the license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data.

All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data.

The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of the clause, technical data that the Contractor assets should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (see Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that

the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data to be Furnished With Restrictions*	Asserted Basis for Assertion**	Name of Person Rights Asserting Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such terms, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's right should be restricted.

***Enter asserted rights category (e.g. government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements.

The Contractor, and its subcontractor or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause: the limited rights legend at paragraph (f)(3) of this clause: or the special license rights legend at paragraph (f)(4) of this clause, and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions.

The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings.

Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above name Contractor.

(End of legend)

(4) Special license rights markings.

(I) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____)Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause)_.

(5) Pre-existing data markings.

If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records.

Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause, and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings.

The rights and obligations of the parties regarding the validation of

restrictive markings or technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings.

A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(I) Relation to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other with otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(I) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(I) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government

under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

1.54 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND DFARS 252.227-7025 (JUN 1995)
2 January 1996

(a)(1) For contracts requiring the delivery of technical data, the terms, "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends.

The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends.

The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends.

The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license.

Such data or software may not be release or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data of software.

(c) Indemnification and creation of third party beneficiary rights.

The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

1.55 NOT USED

1.56 NOT USED

1.57 PARTNERING

August 1996

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Directorate of Environmental and Master Planning, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project

within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.58 ACTIVITY ENVIRONMENTAL ANALYSIS

1 February 1995

Before starting any major phase of the work, an Activity Environmental Analysis shall be developed by the contractor and reviewed with the Government Representative. A major phase of the work is defined as an operation involving a type of work not previously experienced which presents possible sources of adverse environmental effects. This analysis will evaluate potential environmental consequences of the activity and the techniques which will be utilized to accomplish the work in an acceptable manner. This analysis includes: (1) the phase or activity of work; (2) the potential environmental consequences of the activity; (3) precautionary actions to prevent adverse environmental impacts; (4) actions in the event of an environmental incident; and (5) the appropriate reference to Federal, State, or Local standards, regulations, or laws.

1.59 CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT PLAN

16 July 1999

a. The Contractor is required to submit for government approval a detailed C&D Waste Management Plan within 30 days after contract award and prior to initiating any site clearance or C&D work.

b. Specific elements to be addressed in the plan are as follows: Designated individuals on the contractor's staff who are responsible for C&D waste prevention and management.

(1) Actions that will be taken to reduce solid waste generation (including use of more efficient facility design and construction processes, reduced packaging and packing materials, supplier take-back programs, etc.). Description of the specific approaches to be used in recycling/reuse of the various materials generated, including, as appropriate, the specification of areas and equipment to be used for processing, sorting, and temporary storage of C&D wastes.

(2) Characterization of the waste to be generated during the C&D project, to include types and quantities of waste materials. The characterization should address site waste materials, building materials, packaging, packing, wastes generated by construction equipment, wastes generated by site offices, and wastes generated by the workforce on-site.

(3) Landfill and/or incinerator name, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill/incinerator, as if there would be no salvage or recycling on the project.

(4) Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and public arts programs that accept used materials (e.g., Habitat For Humanity, national materials exchange networks).

(5) A list of specific waste materials that will be salvaged for resale, salvaged and reused, and recycled; the recycling facilities that

will be utilized; and copies of their permits and/or registrations.

(6) Identification of materials that cannot be recycled/reused with a written justification. All disposed materials including anticipated hazardous wastes must include names of haulers and disposal sites, and copies of their permits and/or registrations.

(7) Anticipated net cost savings determined by subtracting contractor program management costs and the cost of salvage (deconstruction), separating, and recycling from the following:

- (1) revenue from the sale of salvaged products and materials;
- (2) revenue from the sale of recycled products and materials;
- (3) revenue from the return of materials; and
- (4) incineration and/or landfill tipping fees saved due to diversion of materials.

(8) The plan must cover the following materials if the material is applicable to the specific project.

Asphalt	Gypsum
Concrete	Plastic
Soil	Polystyrene
Metal	Porcelain
Wood	Corrugated cardboard
Brick	Carpet

c. Firms and facilities used by the contractor for recycling, reuse, and disposal shall be appropriately permitted for the contractor's intended use, to the extent required by federal, state, and local regulations. The contractor shall maintain records of disposition of the materials, including all copies of manifests, origin, and disposal forms, and bills of lading. All facility, landfill, and hauler permits showing USEPA and state registration numbers shall be maintained and shall be available to the contracting officer when requested.

d. The Contracting Officer shall review the C&D waste management plan in coordination with the environmental office within 7 calendar days of submittal. Where the contracting officer determines that the contractor has diligently explored all feasible methods to reduce C&D waste, the plan shall be approved, or approved with comment. Where it is determined that the contractor has not diligently explored all feasible methods, the contracting officer shall request a resubmittal.

e. All revenues generated by reusing, returning, salvaging, or recycling materials, as well as costs avoided by reduced tipping and incineration fees as compared to conventional disposal shall accrue to the contractor's benefit and be reported to the Contracting Officer. Where an on-site Army C&D landfill is the only available disposal facility, the Contractor will be charged the prevailing commercial rate.

1.60 NOT USED

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1.81 POLLUTION PREVENTION PLAN 27 August 2001 {version I}

In accordance with the National Pollutant Discharge Elimination System (NPDES) Permit, a Pollution Prevention Plan has been developed as part of this project. This plan has been developed to meet the erosion and sediment control requirements for the State of Maryland. The Contractor will implement the Pollution Prevention Plan (PPP) that was prepared by the U.S. Army Corps of Engineers as shown on the plans, and as directed in these specifications. This (PPP) which will be provided to the contractor as part of these documents must be implemented in accordance with the NPDES permit. A Notice of Intent (NOI) has been prepared by the U.S. Army Corps of Engineers and submitted to the State of Maryland. Prior to the notice to proceed being issued, or any construction activity (ground disturbing activity) to commence/ start by the contractor, the compliance letter and NPDES permit must be issued by the State. The Contractor shall maintain a copy of the State compliance letter, the NPDES Permit and PPP at the construction site. Any changes made to the plan must be documented and

* * * SAFETY PAYS * * *

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approved by the Contracting Officer.

1.82 NOT USED

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

-- End of Section --

GOVERNMENT FIELD OFFICE

a. Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 420 square feet in floor area, located where directed, and providing space heat, electric light and power, toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A mail slot shall be provided in the door, or an apartment-type lockable mailbox mounted on the surface of the door. At completion of the project, the office shall remain the property of the contractor and shall be removed from the site. All utility connections shall be connected and disconnected in accordance with the local codes and to the satisfaction of the Contracting Officer. If a window style air conditioner is used then the refrigerant shall be one of the fluorocarbon gases that is in accordance with FS A-A-58060 and has an Ozone Depletion Potential (ODP) of less than or equal to 0.05.

b. Trailer-Type Mobile Office (Contractors Option)

In lieu of construction, maintaining and, at end of construction period, removing a temporary type field office, the Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

c. Additional Requirements

Contractor shall provide the following communications connections for the field office:

1. Two telephone lines with long distance capability.
2. One high-speed cable type data connection.

(End of this Section)

SECTION 01451L

CONTRACTOR QUALITY CONTROL

1/04

AMENDMENT 1

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 SUBMITTALS

SD-01 Preconstruction Submittals

Quality Control Plan; G, RO

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager

responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to someone higher in the Contractor's organization.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 30 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.3.1 Subcontractor CQC Orientation

Before a Subcontractor begins work on the jobsite, the CQC Manager will train the Subcontractor by showing the video tape entitled "CQC - A Bridge

(or Pathway) to Success" and answering any questions pertaining to quality control operations. This requirement is waived only if a Subcontractor attended the initial coordination meeting described above. A copy of this video can be borrowed from the Contracting Officer. A record of the orientation shall be documented in the QC Report.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. A Site Safety Health Officer (SSHO) will be required for this contract. The Site Safety Officer shall be a different individual than the CQC (not the superintendent) who will be responsible for the overall safety on the project and shall receive delegated authority directly from an authorized official of the firm; the SSHO shall have the authority to stop work which is not in compliance with the USACE EM 385-1-1 and shall not be a member of the CQC staff. See Section 01525 for additional requirements and experience qualification for the SSHO. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract, or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Site Safety Health Officer

The Contractor shall identify a full time SSHO for this project and submit qualifications to the Government for acceptance. This individual shall be a member prime contractor of the onsite work organization and be responsible for overall management of the safety and occupational health program, with authority to act in all safety matters for the Contractor. A copy of the letter to the SSHO signed by an authorized official of the firm

describing responsibilities and delegating authority to stop work when safety or occupational health of workers is compromised must be provided to the Government. The SSHO shall be a college graduate with 5 years of previous heavy construction safety experience or an individual having 10 years of previous heavy construction safety experience and will be assigned no other duties. These educational requirements are in addition to the requirements listed in Section 01525. The Contractor must show evidence that this individual has completed OSHA training, is trained in First Aid, and CPR. An alternate for the SSHO shall be identified in the event of the SSHO absence. The qualifications for the alternate shall be the same as for the SSHO.

Acceptance of the Contractor's SSHO is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes to operations including removal of personnel, as necessary, to obtain a safe work site. At no time will the job be permitted to operate without a full time SSHO on duty at the work site.

Duties of the SSHO shall include, as a minimum, the following in addition to the duties listed per Section 01525: prepare the contractor's Safety Plan, and Activity Hazard Analysis for each definable feature of work; provide safety indoctrination to all construction site visitors; ensure the Contractor's accepted Accident Prevention Plan is carried out; ensure that all contractor/subcontractor employees have all HTRW, asbestos, and lead paint training, and their personnel protection equipment meets applicable OSHA/EPA requirements. Conducts daily walkthrough of the site ensuring work is being accomplished safely and occupational health is not compromised; attend and participate in all preparatory and initial quality control phase meetings; conduct weekly safety meetings for all workers; conduct monthly supervisory safety meetings; provide accident reports; produce a Daily Safety Report of activities performed and attach this report to the Contractor's Quality Control Report. Minutes shall be provided of weekly and monthly safety meetings with the Daily Safety Report.

The SSHO shall appoint, in writing, individuals and indicate their duties/responsibilities for the employee who will be in charge of the second and third shifts. These people shall report their activities to the SSHO on a daily basis. Their reports shall be included in the Daily Safety Report. The qualifications for these individuals shall be the same as for the SSHO.

#1

3.4.4 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: SSHO, electrical, mechanical, civil, structural, environmental, and architectural.

These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. The Contractor must submit resumes for all CQC personnel to the USACE quality assurance representative

for approval.

The word "graduate" below indicates an individual possessing a four-year college degree accredited in the respective field listed.

#1

Experience Matrix

	Area	Qualifications
a.	SSHO	See Section 01525
b.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
c.	Mechanical	Graduate Mechanical Engineer with 2 yrs experience in the type work being performed on this project or person with 5 yrs related experience
d.	Electrical	Graduate Electrical Engineer with 2 yrs related experience in the type work being performed on this project or person with 5 yrs related experience
e.	Structural	Graduate Structural Engineer with 2 yrs experience in the type work being performed on this project or person with 5 yrs related experience
f.	Architectural	Graduate Architect with 2 yrs experience in the type work being performed on this project or person with 5 yrs related experience

3.4.5 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors" within 45 calendar days after NTP is a mandatory requirement for the position of the Quality Control Systems Manager. Certification is good for five (5) years at which time re-training is required. The Contractor's QC Systems Manager may be appointed and serve fully in that capacity pending certification. If the CQC Systems Manager may be appointed and serve fully in that capacity pending certification. If the CQC Systems Manager fails to successfully complete the training, the Contractor should promptly appoint a new CQSM

who shall then attend the next available course. The course is nine (9) hours long (1 day). The Construction Quality Management Course (CQMC) will be taught at least nine (9) times per year by the Baltimore District Corps of Engineers, at various locations around Baltimore and Washington, DC, or at another site if conditions warrant.

The CQMC cost will be borne by the Contractor and is one hundred and thirty-five dollars (\$135.00) per course, per person. Payment shall be made by check payable to either sponsors of the course: Associated Builders and Contractors, Inc. (ABC) 14120 Park Long Court, Suite 111, Chantilly, Virginia 20151 (Phone: 703-968-6205), or to The Associated General Contractors of America (AGC), Maryland Chapter, 1301 York Road, Heaver Plaza, Suite 202, Lutherville, Maryland 21093 (Phone: 410-321-7870) prior to the start of the course. Reservations to attend the course should be made directly to the organization sponsoring the course they attend. The Contractor has forty-five (45) calendar days to attend the course after the issuance of the NTP. The Contractor shall contact the Contracting Officer upon award of the contract for arrangements for the course.

3.4.6 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995A COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals required by those sections shall be coordinated with Section 01330 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be

maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Resolve all differences.
- k. Discussion of the initial control phase.
- l. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have

been prepared.

- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1,375.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

Commander and Director
U.S. Army Engineer Waterways Experiment Station
ATTN: CEWES-GS
3909 Halls Ferry Road
Vicksburg, MS 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.

- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.
- l. Deficiency Tracking System. The Contractor shall maintain a cumulative list of deficiencies identified for the duration of the project. Deficiencies to be listed include those failures, Government oral observations and Notifications of Noncompliance. The list shall be maintained at the project site. Copies of updated listings shall be submitted to the Government at least every 30 days.

3.10 RESIDENT MANAGEMENT SYSTEM FORMS

Forms are generated by the RMS software.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 02231

CLEARING AND GRUBBING

09/03

AMENDMENT 1

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Nonsaleable Materials; G, RO

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Keep roads and walks free of dirt and debris at all times.

3.1.2 Trees, Shrubs, and Existing Facilities

Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.1.3 Utility Lines

Protect existing utility lines that are indicated to remain from damage. Notify the Contracting Officer immediately of damage to or an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall notify the Contracting Officer in ample time to minimize interruption of the service. Refer to Section 01310N, ADMINISTRATIVE REQUIREMENTS and Section 01575N, TEMPORARY ENVIRONMENTAL CONTROLS for additional utility protection.

3.2 CLEARING

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation

designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an approved tree-wound paint. Apply herbicide in accordance with the manufacturer's label to the top surface of stumps designated not to be removed.

3.3 TREE REMOVAL

Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.4 NOT USED

3.5 GRUBBING

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.6 DISPOSAL OF MATERIALS

#1

3.6.1 NOT USED

#1

3.6.2 Nonsaleable Materials

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, except for salable timber, shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

-- End of Section --

SECTION 08520A

ALUMINUM WINDOWS
03/00

AMENDMENT 1

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)

- | | |
|-----------|--|
| AAMA 101 | (1997) Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors |
| AAMA 2604 | (2002) Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|------------|--|
| ASTM E 283 | (1991) Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen |
| ASTM E 330 | (1997e1) Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference |
| ASTM E 547 | (1996) Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential |

NATIONAL FENESTRATION RATING COUNCIL (NFRC)

- | | |
|----------|--|
| NFRC 100 | (1997) Procedure for Determining Fenestration Product U-factors |
| NFRC 200 | (1997) Procedure for Determining Fenestration Product Solar Heat Gain Coefficients at Normal Incidence |

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- | | |
|----------|---|
| NFPA 101 | (1997; Errata 97-1; TIA-97-1) Life Safety |
|----------|---|

Code

1.2 WINDOW PERFORMANCE

Aluminum windows shall meet the following performance requirements. Testing requirements shall be performed by an independent testing laboratory or agency.

1.2.1 Structural Performance

Structural test pressures on window units shall be for positive load (inward) and negative load (outward) in accordance with ASTM E 330. After testing, there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms or any other damage which could cause window to be inoperable. There shall be no permanent deformation of any main frame, sash or ventilator member in excess of the requirements established by AAMA 101 for the window types and classification specified in this section.

1.2.2 Air Infiltration

Air infiltration shall not exceed the amount established by AAMA 101 for each window type when tested in accordance with ASTM E 283.

1.2.3 Water Penetration

Water penetration shall not exceed the amount established by AAMA 101 for each window type when tested in accordance with ASTM E 547.

1.2.4 Thermal Performance

Thermal transmittance for thermally broken aluminum windows with insulating glass shall not exceed a U-factor of 0.35 Btu/hr-ft²-F determined according to NFRC 100. Window units shall comply with the U.S. Department of Energy, Energy Star Window Program for the Northern Climate Zone.

1.2.5 Condensation Index Rating

The condensation index rating shall be 95 as determined using NFRC approved software THERM.

1.2.6 Life Safety Criteria

Windows shall conform to NFPA 101 Life Safety Code when rescue and/or second means of escape are indicated.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Aluminum Windows; G, RO

Drawings indicating elevations of window, rough-opening dimensions for each type and size of window, full-size sections, thicknesses of metal, fastenings, methods of installation and anchorage, connections with other work, type of wall construction, size and spacing of anchors, method of glazing, types and locations of operating hardware, mullion details, weatherstripping details, and window schedules showing locations of each window type.

SD-03 Product Data

Aluminum Windows; G, RO

Manufacturer's descriptive data and catalog cut sheets.

Manufacturer's preprinted installation instructions and cleaning instructions.

SD-04 Samples

Aluminum Windows; G, RO

Manufacturer's standard color samples of the specified finishes.

SD-06 Test Reports

Aluminum Windows; G, RO

Reports for each type of aluminum window attesting that identical windows have been tested and meet all performance requirements established under paragraph WINDOW PERFORMANCE.

SD-07 Certificates

Aluminum Windows; G, RO

Certificates stating that the aluminum windows are AAMA certified conforming to requirements of this section. Labels or markings permanently affixed to the window will be accepted in lieu of certificates. Product ratings determined using NFRC 100 and NFRC 200 shall be authorized for certification and properly labeled by the manufacturer.

1.4 QUALIFICATION

Window manufacturer shall specialize in designing and manufacturing the type of aluminum windows specified in this section, and shall have a minimum of 5 years of documented successful experience. Manufacturer shall have the facilities capable of meeting contract requirements, single-source responsibility and warranty.

1.5 NOT USED

1.6 DELIVERY AND STORAGE

Aluminum windows shall be delivered to project site and stored in accordance with manufacturer's recommendations. Damaged windows shall be replaced with new windows.

1.7 WARRANTY

Manufacturer's standard performance guarantees or warranties that extend beyond a 1 year period shall be provided.

PART 2 PRODUCTS

#1

2.1 ALUMINUM WINDOW TYPES

Aluminum windows shall consist of complete units including sash, glass, frame, weatherstripping, and hardware. Windows shall conform to AAMA 101.

Windows shall be thermal break type double-glazed. Thermal barrier shall be neoprene, rigid vinyl, or polyurethane and shall be resistant to weather. Window members shall be heli-arc welded or angle-reinforced and mechanically joined and sealed. Exposed welded joints shall be dressed and finished. Joints shall be permanent and weathertight. Frames shall be constructed to provide a minimum 1/4 inch thermal break between the exterior and interior frame surfaces. Sash corners shall be internally sealed to prevent air and water leaks.

Exterior frames, mullions, and window hardware shall be designed to resist equivalent static design loads of 1 pound per square inch applied to the surface of the glazing. Frame and mullion deformations shall not exceed 1/60 of the unsupported member lengths. A window that complies with the AAMA 101 Optional Performance Grade 60 is acceptable in lieu of tests or calculations showing compliance with load requirement specified above. The Contractor may use other products, but must demonstrate by calculations or tests that the window complies with the loading requirement. Equivalent static design loads for connections of window to the surrounding walls or hardware and associated connections, and glazing stop connections shall be 10.8 pounds per square inch for glazing panels with a vision area less than or equal to 10.8 square feet and 4.4 pounds per square inch for glazing panels with a vision area greater than 10.8 square feet but less than or equal to 32 square feet. Alternatively, use frames that provide an equivalent level of performance.

#1

2.1.1 NOT USED

2.1.2 NOT USED

2.1.3 NOT USED

2.1.4 Fixed Windows

Aluminum fixed (F) windows shall conform to AAMA 101 F-AW40 type, non-operable glazed frame, complete with provisions for reglazing in the field.

2.2 WEATHERSTRIPPING

Weatherstripping for ventilating sections shall be of type designed to meet water penetration and air infiltration requirements specified in this section in accordance with AAMA 101, and shall be manufactured of material compatible with aluminum and resistant to weather. Weatherstrips shall be factory-applied and easily replaced in the field. Neoprene or

polyvinylchloride weatherstripping are not acceptable where exposed to direct sunlight.

2.3 NOT USED

2.4 ACCESSORIES

2.4.1 Fasteners

Fastening devices shall be window manufacturer's standard design made from aluminum, non-magnetic stainless steel, cadmium-plated steel, nickel/chrome-plated steel in compliance with AAMA 101. Self-tapping sheet metal screws will not be acceptable for material thicker than 1/16 inch.

2.4.2 NOT USED

2.4.3 Window Anchors

Anchoring devices for installing windows shall be made of aluminum, cadmium-plated steel, stainless steel, or zinc-plated steel conforming to AAMA 101.

2.5 GLASS AND GLAZING

Aluminum windows shall be designed for inside glazing, field glazing, and for glass types scheduled on drawings and specified in Section 08810 GLASS AND GLAZING. Units shall be complete with glass and glazing provisions to meet AAMA 101. Glazing material shall be compatible with aluminum, and shall not require painting.

2.6 FINISH

2.6.1 NOT USED

2.6.2 NOT USED

2.6.3 High-Performance Coating

Exposed surfaces of aluminum windows shall be finished with a two-coat fluoropolymer coating system containing at least 70 percent by weight polyvinylidene fluoride, PVF2 resin, factory-applied, oven-baked, conforming to AAMA 2604, with a primer coat of 0.20 to 0.30 mils and a color coat of minimum 1.0 mil, total dry film thickness of 1.20 to 1.3 mils. Finish shall be free of scratches and other blemishes.

2.6.4 Color

Color shall be in accordance with Section 09915 COLOR SCHEDULE.

PART 3 EXECUTION

3.1 INSTALLATION

Aluminum windows shall be installed in accordance with approved shop drawings and manufacturer's published instructions. Aluminum surfaces in contact with masonry, concrete, wood and dissimilar metals other than stainless steel, zinc, cadmium or small areas of white bronze, shall be protected from direct contact using protective materials recommended by AAMA 101. The completed window installation shall be watertight in

accordance with Section 07900 JOINT SEALING. Glass and glazing shall be installed in accordance with requirements of this section and Section 08810 GLASS AND GLAZING.

3.2 ADJUSTMENTS AND CLEANING

3.2.1 NOT USED

3.2.2 Cleaning

Aluminum window finish and glass shall be cleaned on exterior and interior sides in accordance with window manufacturer's recommendations. Alkaline or abrasive agents shall not be used. Precautions shall be taken to avoid scratching or marring window finish and glass surfaces.

-- End of Section --